B 2100A (Form 2100A) (12/15)

UNITED STATES BANKRUPTCY COURT

Eastern District Of Virginia

In re Leona Q McGowan,

Headlands Residential 2019-RPL1 Owner

Case No. <u>19-50567-SCS</u>

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Trust	Windsor Park Asset Holding Trust
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 11-2 Amount of Claim: \$88,365.05 Date Claim Filed: 07/03/2019
BSI Financial Services 1425 Greenway Drive #400 Irving, TX 75038	Bate Claim Fried. <u>67/105/2017</u>
Phone: 800-327-7861	Phone: <u>877-426-8805</u>
Last Four Digits of Acct. #: 2506	Last Four Digits of Acct. #: 6154
Name and Address where transferee payments should be sent (if different from above): BSI Financial Services 314 S. Franklin Street P.O. Box 517 Titusville, PA 16354 Phone: 800-327-7861 Last Four Digits of Acct. #:	
I declare under penalty of perjury that the informat best of my knowledge and belief.	ion provided in this notice is true and correct to the
By:/s/ Keith Yacko Transferee/Transferee's Agent	Date:April 28, 2021

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury that he/she is over eighteen (18) years of age and that the **TRANSFER OF CLAIM OTHER THAN FOR SECURITY** in the above captioned case was this day served upon the below named persons by mailing, postage prepaid, first class mail or by electronic service copy of such instrument to each person, party, and/or counsel at the addresses shown below:

Via U.S. Mail

Leona Q McGowan 1941 Kensington Drive Hampton, VA 23663

Via CM/ECF electronic service:

Barry W. Spear Boleman Law Firm, P.C. 272 Bendix Road Suite 330 Virginia Beach, VA 23452

Kelly Megan Barnhart Roussos & Barnhart, PLC 500 E. Plume Street, Suite 503 Norfolk, VA 23510

R. Clinton Stackhouse, Jr.
Office of the US Trustee, Region 4-N
7021 Harbour View Boulevard
Suite 101
Suffolk, VA 23435

Dated: April 28, 2021

Respectfully submitted, /s/ Keith Yacko

Keith Yacko, Virginia Bar No. 37854 McMichael Taylor Gray, LLC 3550 Engineering Drive, Suite 260 Peachtree Corners, GA 30092

Telephone: (470) 289-4347 Facsimile: (404) 745-8121 E-mail: kyacko@mtglaw.com



314 S Franklin St. / Second Floor

https://myloanweb.com/BSI

PO Box 517 Titusville, PA 16354

800-327-7861 814-217-1366 Fax

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11-23-2020

Sent via First Class Mail

Old Account Number:

Account Number:

Property Address: 1941 KENSINGTON DR

HAMPTON VA 23663

LEONA MCGOWAN 272 BENDIX RD SUITE

VIRGINIA BEACH VA 23452

NOTICE OF SERVICING TRANSFER

The servicing of your mortgage loan is being transferred to BSI Financial Services, effective 11-19-2020. The transfer of servicing does not affect any term or condition or the mortgage loan other than terms directly related to the servicing of the loan.

WHAT THIS MEANS FOR YOU

After this date, BSI Financial Services will be collecting your mortgage loan payments from you. As referenced above, your loan number may have changed; however, nothing else about your mortgage loan will change.

ROUNDPOINT MORTGAGE SERVICING, your prior servicer, was collecting your payments. ROUNDPOINT MORTGAGE SERVICING will not accept any payments received by you after the day preceding 11-19-2020, at which point BSI Financial Services, as your new servicer, will start accepting payments received from you going forward.

Customers can send all payments due on or after 11-19-2020, to BSI Financial Services at this address:

Via First Class Mail

BSI Financial Services PO Box 679002 Dallas, TX 75267-9002 Via Priority or Overnight Mail

BSI Financial Services Lockbox Number 679002 1200 E. Campbell Rd. Ste. 108 Richardson, TX 75081

If you have any questions for either your prior servicer, ROUNDPOINT MORTGAGE SERVICING, or your new servicer, BSI Financial Services, about your mortgage loan or this transfer, please contact them using the information below:

Prior Servicer

ROUNDPOINT MORTGAGE SERVICING **Customer Care** PO BOX 19409 **CHARLOTTE NC 28219** 877-426-8805

New Servicer

BSI Financial Services Customer Care 314 S Franklin St, 2nd Floor Titusville, PA 16354 800-327-7861

Under Federal law, during the 60-day period beginning on the effective date of the transfer of the loan, a loan payment received by your old servicer on or before its due date (including any grace period allowed under the mortgage loan instruments) may not be treated by the new servicer as late, and a late fee may not be imposed on you.

Licensed as Servis One, Inc. dba BSI Financial Services BSI Financial Services BSI NMLS # 38078 Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

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Automatic Withdrawal Customers: If your payments are currently set for automatic withdrawal from your checking or savings account, ROUNDPOINT MORTGAGE SERVICING will discontinue the auto-withdrawal service on 11-18-2020.

<u>Next Steps:</u> Please be sure to send a check to BSI Financial Services for your next payment along with the enclosed temporary coupon. If you would like to continue having your payments automatically withdrawn, BSI Financial Services would be happy to set you up on our Automatic Withdrawal Program (ACH). Please complete the attached Automatic Clearing House (ACH) Application and return to BSI Financial Services via fax or mail as outlined in the application. If you need assistance in completing the application, please contact our Customer Care department at 800-327-7861.

You will be receiving a monthly statement in the mail from BSI Financial Services. The following payment options are available to make your mortgage payment: regular mail, expedited or overnight mail such as UPS or FedEx at the addresses provided above; complete the attached Automatic Clearinghouse Application to participate in ACH weekly, bi-weekly, or monthly; schedule a one-time or recurring payment via https://myloanweb.com/BSI; Pay by Phone by calling 800-327-7861; and, and Western Union using the city code "BSI" and the state "PA".

We look forward to servicing your loan. Please contact us at 800-327-7861 with any questions or concerns.

Sincerely, Customer Care Department BSI Financial Services NMLS # 38078; # 126672

* This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Important note about insurance: If you have mortgage life or disability insurance or any other type of optional insurance, the transfer of servicing rights may not affect your insurance because we do not service mortgage life or disability premiums. However, if you wish to retain optional insurance, we would suggest that you contact your current optional product service provider.

Qualified Written Request - Notice of Error or Information Request

Under the Real Estate Settlement Procedures Act, a qualified written request is a written correspondence (other than notice on your payment coupon or other payment medium supplied by us) regarding the servicing of your loan which identifies your name, account number, and the specific reasons for the request, such as an error on your loan account or a request for information. Any qualified written request you wish to submit must be sent to:

BSI Financial Services
Attn: Qualified Written Requests
314 S Franklin Street / Second Floor
Titusville, PA 16354



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314 S Franklin St. / Second Floor PO Box 517 Titusville, PA 16354 800-327-7861 814-217-1366 Fax https://myloanweb.com/BSI 11-23-2020

Sent via First Class Mail

Old Account Number:

Account Number:
Property Address: 1941 KENSINGTON DR
HAMPTON VA 23663

LEONA MCGOWAN 272 BENDIX RD SUITE VIRGINIA BEACH VA 23452

Dear Borrower:

Welcome to BSI Financial Services. The servicing of your loan with ROUNDPOINT MORTGAGE SERVICING has been transferred to BSI Financial Services, and BSI Financial Services is servicing the loan on behalf of the current creditor HEADLANDS RESIDENTIAL 2019-RPL1, to whom the debt is owed.

As of the date of this letter, your total unpaid principal balance is \$86,105.98 due to HEADLANDS RESIDENTIAL 2019-RPL1, and your escrow account balance is \$732.82. Your next payment due is in the amount of \$789.48. Your current interest rate is 4.87500%.

The total debt inclusive of all past due interest and fees, if any, is \$85,732.56. Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater; therefore, if you pay the amount shown above, an adjustment may be necessary after we receive your payoff funds. **Please contact BSI Financial Services at 800-327-7861 within 48 hours of when you intend to remit payoff funds to confirm the payoff amount.** We will inform you of any adjustments prior to posting the payoff funds.

For further information, please write to us at the address listed above or call us toll-free at 800-327-7861. Monday - Friday 8:00 a.m. - 11:00 p.m. (ET) and Saturday 8:00 a.m. - 12:00 p.m. (ET).

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within thirty (30) days after receiving this notice that you dispute the validity of this debt, or any portion thereof, this office will obtain verification of the debt or obtain a copy of the judgment and mail you a copy of the judgment or verification. Upon your written request for the name and address of the original creditor within the thirty (30) day period after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. Your loan may be sold by the current creditor to another party at any time.

A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt. Please send the written request to:

BSI Financial Services Attn: Customer Care 314 S Franklin St, Second Floor PO Box 517 Titusville, PA 16354

BSI Financial Services may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. You have the right to dispute the accuracy of the information reported by submitting a Qualified Written Request. Submitting a Qualified Written Request does not relieve the customer of the responsibility of making their scheduled payments.

Licensed as Servis One, Inc. dba BSI Financial Services BSI Financial Services BSI NMLS # 38078 Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

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Qualified Written Request - Notice of Error or Information Request

Under the Real Estate Settlement Procedures Act, a qualified written request is a written correspondence (other than notice on your payment coupon or other payment medium supplied by us) regarding the servicing of your loan which identifies your name, account number, and the specific reasons for the request, such as an error on your loan account or a request for information. Any qualified written request you wish to submit must be sent to:

BSI Financial Services Attn: Qualified Written Requests 314 S Franklin Street / Second Floor Titusville, PA 16354

If you have any questions or concerns, please contact our office toll-free at 800-327-7861.

Sincerely, BSI Financial Services NMLS # 38078; # 126672

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Enclosures: Temporary Coupon Automatic Clearing House Application ("ACH") Servicemembers Civil Relief Act Notice Fees and Costs Case 19-50567-SCS Doc 34 Filed 04/28/21 Entered 04/28/21 16:29:55 Desc Mair

Service members Civil Relief Act Notice Disclosure

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U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval 2502 – 0584 Exp 3/31/2021

Legal Rights and Protections Under the SCRA

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember maybe entitled to certain legal protections and debt reliefpursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-597b) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty.
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds.
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Service members Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a service member, or service member and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and one year thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the service member's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during, or within one year after the service member's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Service member or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a service member or spouse must provide a written request to the lender, together with a copy of the service member's military orders.
 - BSI Financial Services 314 South Franklin St. Titusville, PA 16354, 1-800-327-7861
- There is no requirement under the SCRA, however, for a service member to provide a written notice or a copy of a service member's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the service member, and examining their files for indicia of military service. Although there is no requirement for service members to alert the lender of their military status in these situations, it still is a good idea for the service member to do so.

How Does a Service member or Dependent Obtain Information About the SCRA?

- Service members and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at http://legalassistance.law.af.mil/content/locator.php
- "Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.com/scra or call 1-800- 342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

Case 19-50567-SCS Doc 34 Filed 04/28/21 Entered 04/28/21 16:29:55 Desc Main TYPICAL SERVICING-RELATED FEED J. Fipage ig 6 Services MAY CHARGE BORROWERS

Below is a list of standard or common fees that BSI Financial Services may charge you, the borrower, depending on the services you request or the loan servicing activity that we perform and with respect to which we are entitled by applicable law or the loan documents to charge a fee. In some cases, BSI Financial Services may retain the fee and in others the fee may be a pass-through fee that BSI Financial Services pays to a third party vendor. In the case of a pass-through fee, BSI Financial Services will never charge a borrower more money than it is charged by a third party vendor to perform the particular service. Actual fees may vary depending upon the terms of your loan documents, and are subject to all applicable laws and regulations.

IMPORTANT NOTE: This list does not include all fees and costs that may be charged for certain services that may be rendered to BSI Financial Services, but charged to the borrower in connection with a bankruptcy or foreclosure or other litigation or default situation, including, but not limited to, foreclosure costs, bankruptcy fees, attorneys' fees, and court costs.

Payment Processing Related Fees and Costs

Туре	Description	Amount or Range of Charge
Late Charge	A fee for failure to make an installment payment on time due to a payment not being received within the grace period as specified in the mortgage loan documents.	As permitted by the terms of the loan documents and/or state law.
NSF/Returned/Dishonored Check Fee	The fee that BSI will assess in the instance of a returned check or a rejected electronic payment due to insufficient funds.	\$0.00 - \$50.00 (varies by state).
Pay-By-Phone with Loan Servicing Agent	Fee charged to allow payment on the phone with a live Loan Servicing Agent.	\$20.00 or as permitted by state law.
Pay-By-Phone with Interactive Voice Response (IVR) System	Pay-By-Phone with Interactive Voice Response (IVR) System This service is available at no charge when scheduling your payment to be deducted on available draft dates during the first five (5) days of your grace period or before. When scheduling your payment to be drafted on or after the sixth (6th) day of your grace period, you may be charged up to a \$10 fee. Late charges may also apply. \$0 - \$10.00 or as permitted by state law.	\$0 - \$10.00 or as permitted by state law.
Webpay Charge	This service is available at no charge when scheduling your payment to be deducted on available draft dates during the first five (5) days of your grace period or before. When scheduling your payment to be drafted on or after the sixth (6th) day of your grace period, you may be charged up to a \$7 fee. Late charges may also apply.	\$0 - \$7.00 or as permitted by state law.

Mortgage & Default-Related Fees and Costs

Туре	Description	Amount Charge / Range
Appraisal	Fee charged by a professional, certified residential real estate appraiser to determine the market value of a mortgaged property, which includes an interior inspection of the dwelling.	Varies – typically \$350.00 - \$550.00.

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Туре	Document Rage 9 of 9	Amount Charge / Range	
Broker Price Opinion (BPO)	Fee charged by a real estate broker or other qualified individual to determine the estimated value of a property.	\$75.00 - \$125.00 or as otherwise permitted by state law	
Document Recording Fee	The amount paid to the county recorder's office to make a document a matter of record.	Varies by county	
Flood Certification	Fee charged by a flood certification vendor to determine if a mortgaged property is located in a flood zone.	\$8.00 - \$16.00 per certification	
Lien Release Preparation Fee (pass-through by a third party)	Fee collected to prepare the documents to satisfy or release the lien.	\$54.00 or as permitted by state law	
Lien Release Fee	Fee collected to record the documents to satisfy or release the lien.	Varies by County	
Partial Release	Charge for processing the release of a portion of the mortgaged property.	\$500.00 for loans with a UPB <= \$750,000; \$1,000 for others	
Priority Processing (Overnight Delivery)	Fee charged if customer requests expedited service.	\$0.00 - \$15.00	
Property Preservation Fee	Fee charged by third party vendor to ensure that the condition and appearance of the mortgage property are maintained satisfactorily, as authorized in the mortgage.	\$0.00 to \$2500; and \$0.00 to \$110.00 for grass cuts	
Subordination Agreements	An expense charged to the borrower to have the subordination prepared and submitted for investor approval. This fee is charged for the submission and is not dependent on approval or denial.	\$500.00	
Title Search	Fee charged by a title company or title search provider to conduct a detailed examination of the land records and report the state of the title (that is, what liens and encumbrances affect the mortgaged property).	\$0.00 - \$500.00	